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Attorneys for Plaintiffs
 H & N GROUP, INC.,
 EXPACK SEAFOOD, INC.,
 and ZURICH AMERICAN INSURANCE
 COMPANY

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

H & N GROUP, INC., a corporation;
 EXPACK SEAFOOD, INC., a corporation; ;
 and ZURICH AMERICAN INSURANCE
 COMPANY, a corporation;

Plaintiffs,

v.

HAPAG-LLOYD
 AKTIENGESELLSCHAFT, a foreign
 corporation; and HAPAG-LLOYD
 (AMERICA) INC.,

Defendants.

Case No.

**COMPLAINT FOR DAMAGE TO
 OCEAN CARGO**

(Damages in the sum of \$80,153.10)

Plaintiffs' complaint follows:

1. Plaintiffs EXPACK SEAFOOD, INC., a New Jersey corporation, and H & N GROUP, INC., a California corporation (collectively "EXPACK") and ZURICH AMERICAN INSURANCE COMPANY ("ZURICH"), are now, and at all times herein material were, corporations duly organized and existing by virtue of law. Plaintiffs EXPACK are and were part of the same corporate group and were the owners of the hereinafter described shipment. Plaintiff ZURICH is a New York corporation and was the insurer of said shipment.

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1 2. Plaintiffs are informed and believe, and on the basis of that information and belief
2 allege that, HAPAG-LLOYD AKTIENGESELLSCHAFT, a foreign corporation, with its
3 principal place of business located in Germany; and HAPAG-LLOYD (AMERICA) INC., a
4 Delaware corporation, (collectively "HAPAG-LLOYD"), are now and at all times herein material
5 were engaged in business as a common carriers for hire within the United States and within this
6 judicial district.

7 3. Plaintiffs' complaint contains a cause of action for damage to cargo arising under
8 a statute of the United States, namely the Carriage of Goods by Sea Act, 46 U.S.C. § 30701 et
9 seq., and is therefore within the jurisdiction of this Court pursuant to 28 U.S.C. § 1331, as more
10 fully appears herein. Additionally, the Court has admiralty jurisdiction pursuant to 28 U.S.C. §
11 1333. Venue is proper under 28 U.S.C. § 1391(b).

12 4. This is a cause of action for damage to ocean cargo, and is an admiralty and
13 maritime claim within the meaning of Rule 9(h), Federal Rules of Civil Procedure, as hereinafter
14 more fully appears.

15 5. Plaintiffs are informed and believe, and on the basis of such information and
16 belief allege that, on or about May 31, 2013, at Guayaquil, Ecuador, HAPAG-LLOYD received a
17 cargo of 2,407 cartons of frozen shrimp, for carriage under bill of lading number
18 HLCUGYE130547863, and others, issued by and/or on behalf of said defendants. HAPAG-
19 LLOYD agreed, under contract of carriage and in return for good and valuable consideration, to
20 carry said cargo from Guayaquil, to Houston, Texas, at a temperature of -18° Celsius, and there
21 deliver said cargo to the lawful holder of the aforementioned bill of lading, and others, in the
22 same good order, condition, and quantity as when received.

23 6. Thereafter, in breach of and in violation of said agreement, HAPAG-LLOYD did
24 not deliver said cargo in the same good order, condition, and quantity as when received at
25 Guayaquil. To the contrary, the temperature of the cargo was not maintained at the agreed
26 temperature, as a result of which HAPAG-LLOYD delivered the shrimp at destination in a
27 damaged condition. As a result, the value of the cargo depreciated in the amount of \$80,153.10.

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1 7. Prior to the shipment of the herein described cargo and prior to any loss thereto,
2 plaintiff ZURICH issued its policy of insurance whereby plaintiff ZURICH agreed to indemnify
3 EXPACK, and their assigns, against loss of or damage to said cargo while in transit, including
4 mitigation expenses, and plaintiff ZURICH has therefore become obligated to pay, and has paid
5 to the person entitled to payment under said policy the sum of \$75,153.10, not including
6 EXPACK's deductible interest of \$5,000.00, of on account of the herein described loss.

7 8. Plaintiffs have therefore been damaged in the sum of \$80,153.10, or another
8 amount according to proof at trial, no part of which has been paid, despite demand therefor.

9 WHEREFORE, plaintiffs pray that this Court enter judgment in their favor and against
10 the defendants; that this Court decree payment by defendants to plaintiffs in the sum of
11 \$80,153.10, together with prejudgment interest thereon and costs of suit herein; and that
12 plaintiffs have such other and further relief as in law and justice they may be entitled to receive.

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14 Dated: December 19, 2013

Respectfully submitted,

GIBSON ROBB & LINDH LLP

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17 By: /s/ JOSHUA E. KIRSCH
18 Joshua E. Kirsch
19 Attorneys for Plaintiff
20 EXPACK SEAFOOD, INC., H&N
21 GROUP, INC. and ZURICH AMERICAN
22 INSURANCE COMPANY
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